



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Tucson Mobilephone, Inc.

File: B-247055

Date: January 7, 1992

Ronald J. Shaw, Esq., for the protester.
Catherine M. Evans, Esq., Office of the General Counsel,
GAO, participated in the preparation of the decision.

DIGEST

Where protester filed agency-level protest of solicitation and agency delayed procurement to take corrective action, General Accounting Office (GAO) will not consider protests of further alleged solicitation improprieties filed with contracting agency more than 2 months after submission of first protest, even though bids had not yet been opened, as consideration of such piecemeal submissions is inconsistent with GAO's mandate under the Competition in Contracting Act of 1984 to resolve protests quickly with only minimal disruption to the procurement process.

DECISION

Tucson Mobilephone, Inc. (TMI) protests certain provisions in invitation for bids (IFB) F28609-91-B-A033, issued by the Department of the Air Force for maintenance and repair of land mobile radio equipment at McGuire Air Force Base (AFB), New Jersey.

We dismiss the protest.

The IFB, issued on August 15, 1991, contemplated award of a requirements-type contract under which the contractor is reimbursed for actual work performed based on its offered price for each type of work ordered. Accordingly, the bid schedule requested unit prices for each of 55 line items covering various types of equipment and service; bidders were to multiply the unit price for each line item by the agency's estimated quantity for that item to arrive at an estimated total price.

On September 6, TMI filed an agency-level protest raising several concerns about the bid schedule, including the absence of specific model numbers and quantities of each model to be serviced under the contract. TMI stated that it needed this information to prepare its bid because some

equipment models are more expensive to repair than others. In response to the protest, the agency revised the solicitation on October 11 to include an equipment list. However, the list did not include model numbers; TMI therefore filed another agency-level protest on November 14, this time requesting that the quantities and model numbers of equipment be included in the bid schedule instead of in a separate list. On December 3, the agency issued a detailed equipment list containing quantities and model numbers, but did not amend the bid schedule.

On December 12 and 13, TMI wrote to the agency requesting further clarifications. In particular, TMI asked the agency to confirm that the unit prices requested in the bid schedule were monthly prices, and to identify certain line items as "recurring" or "non-recurring" monthly services. The contracting officer's December 16 response explained that the IFB contemplates a requirements contract, under which the contractor will be paid for each service actually performed; thus, the unit prices represent the price the agency will pay each time that type of service is performed and not a monthly price.

Still dissatisfied with the agency's response, TMI wrote to the competition advocate at McGuire AFB on December 17, asserting that the contracting officer had failed to respond to the matters raised in its agency-level protests and subsequent clarification requests. TMI again requested that the bid schedule be modified to request monthly prices on recurring and non-recurring maintenance items. On December 18, the competition advocate informed TMI that, in his view, the agency properly had addressed TMI's protests by issuing a detailed equipment list. The competition advocate also found that the format of the bid schedule served the agency's needs without being restrictive of competition. On December 19, TMI protested to our Office the agency's failure to amend the bid schedule as requested.

We will not consider TMI's protest. As to its September 6 agency-level protest of the IFB--that its lack of quantity and model number information precluded intelligent bid preparation--the agency addressed the matter by issuing an equipment list containing the requested information, an appropriate remedy for this protest ground. See, e.g., Consolidated Devices, Inc.--Recon., B-225602.2, Apr. 24, 1987, 87-1 CPD ¶ 437. While TMI argued in its November 14 protest that the agency's action did not correct the problem because the bid schedule was not changed to request separate prices for each model of equipment, TMI's September 6 protest did not request any changes to the bid schedule itself, but only asked the agency to identify specific model numbers. As explained below, we will not consider TMI's

later-raised allegations concerning the format of the bid schedule.

The protest system established by the Competition in Contracting Act of 1984 (CICA) and implemented by our Regulations is designed to provide for expeditious resolution of protests with only minimal disruption to the procurement process. See 31 U.S.C. § 3554 (1988). That system cannot tolerate piecemeal protest filings that further disrupt the process. See Military Base Mgmt., Inc., B-224128, Nov. 26, 1986, 86-2 CPD ¶ 616. Thus, we will not allow a prospective bidder to protest a solicitation term, causing the agency to incur delays by taking corrective action, and then protest other solicitation terms shortly before the scheduled bid opening, forcing the agency again to risk delays by considering corrective action and postponement of bid opening.¹ See Marine Indus., Ltd., B-225722.3, July 10, 1987, 87-2 CPD ¶ 30.

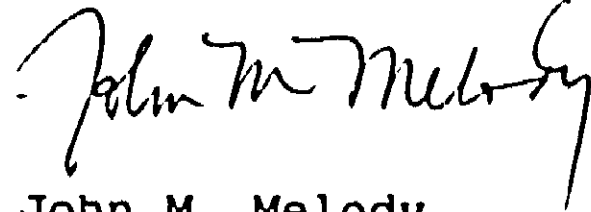
Although TMI filed its original agency-level protest of the IFB on September 6, it did not request that model numbers be reflected in the bid schedule until November 14, and did not raise the matter of recurring versus non-recurring maintenance until December 13. As there is no apparent reason why TMI could not have raised these issues when it filed its first protest with the agency, we consider these additional protest grounds to be raised piecemeal under the above standard and we will not consider them. See Source AV Inc., B-244755.2; B-244755.3, Sept. 10, 1991, 91-2 CPD ¶ 237.

Although it is not clear from TMI's protest submissions, TMI's insistence that the bid schedule be revised to reflect monthly prices instead of per-service prices apparently is based on its view that a firm, fixed-price contract should be awarded instead of a requirements-type contract. However, TMI has offered no reasons why a requirements-type contract is not appropriate here; we therefore have no basis to question the agency's choice of contract type. See Bombardier, Inc., Canadair, Challenger Div., B-244328, June 17, 1991, 91-1 CPD ¶ 575 (protest that did not

¹ In fact, the amendment issued in response to the first protest extended the bid opening date to November 15; TMI filed its second protest on November 14, forcing the agency to further delay opening until December 19.

challenge solicitation requirements with specificity did not furnish basis to question agency's determination of its minimum needs).

The protest is dismissed.

A handwritten signature in black ink, appearing to read "John M. Melody". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

John M. Melody
Assistant General Counsel